



This document was prepared by:

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Doc#: 0531834087 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2005 01:32 PM Pg: 1 of 18

When Recorded, Return to:

DLA Piper Rudnick Gray Cary, LLP
203 North LaSalle Street, Suite 1900
Chicago, IL 60601
Attention: David Reifman, Esq.

ACCESS EASEMENT AGREEMENT

^{10th} THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into as of the day of ~~November~~, 2005, by and between BLOCK 37, L.L.C., a Delaware limited liability company ("Grantor"), and COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantee") (individually Grantor or Grantee may at times be referred to as a "Party" and collectively as the "Parties").

RECITALS

A. Grantor is the owner of certain land located in the City of Chicago, County of Cook, State of Illinois, which is located within the city block bounded by State Street on the east, Washington Street on the south, Dearborn Street on the west, and Randolph Street on the north and is legally described in Exhibit A attached hereto and made a part (the "Grantor's Property").

B. Grantee is the owner of certain land located in the City of Chicago, County of Cook, State of Illinois, which is located on the same block as, adjacent to and surrounded on the easterly, southerly and northerly sides by the Grantor's Property, which is contiguous to Dearborn Street, which is legally described in Exhibit B attached hereto and made a part hereof, and upon which is located an electric substation and electrical distribution facilities (the "Grantee's Property").

Property Address: A portion of 108 North State Street, Chicago, Illinois

PINS: 17-09-450-001; 002; 003; 006; 007; 008; 009; 010; 011; 012; 013; 016;
017 and 108; 17-09-451-003; 004; 005; 006; 007; 008; 009; 012; 017;
018 and 019

Box 333

10 OF 13

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C. Grantor intends to develop and improve the Grantor's Property with a mixed-use retail and entertainment project (the "Development Project"), which may include transit, office, hotel, and residential improvements at, above and below grade (or street) level.

D. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a surface easement in, on, through, over, across and above, extending to the sky, the areas of Grantor's Property legally described in Exhibit C attached hereto and made a part hereof and depicted on Exhibit D attached hereto and made a part hereof (the "Easement Area") for pedestrian and vehicular ingress, egress and access to and from Dearborn Street and Grantee's Property, upon the terms and conditions set forth hereinafter.

E. This Agreement is being entered into pursuant to that certain Agreement by and between Grantor and Grantee dated November 10th, 2005 (the "Development Agreement").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The aforesaid recitals are, by this reference, hereby incorporated as if they had been set forth in the text of this Agreement.

2. **Grant of Easement.** Subject to the terms of this Easement, to the encumbrances set forth in Exhibit E, and to all conditions affecting the Easement Area as of the date hereof, Grantor hereby grants and conveys to Grantee and Grantee's agents, contractors, tenants, licensees, lessees, guests, invitees, grantees, employees, representatives, successors and assigns (collectively, with Grantee, the "Grantee Parties"), as an easement appurtenant to the Grantee's Property, an exclusive, perpetual easement (the "Easement") in, on, over, through, across and above, extending to the sky, the Easement Area for the purpose of providing Grantee Parties with pedestrian and vehicular ingress, egress and access to and from Dearborn Street and Grantee's Property at any and all times, together with the right to clear any and all obstructions from the Easement Area. The Easement herein granted shall be limited solely to the Easement Area and to the use and purpose set forth herein. It is acknowledged by Grantee that Grantee has no rights whatsoever to place or construct any temporary or permanent improvements (other than surface pavement) in, on, over, through, under, or across the Easement Area without the prior written consent of Grantor and receipt of all necessary governmental approvals. Each and all of the rights, privileges and easements conferred upon Grantee pursuant to this Agreement may be exercised by Grantee Parties from time to time and at any time, without any notice (prior or subsequent) to Grantor, provided that the use and operation of the Easement Area by Grantee Parties shall at all times be in conformity with all applicable laws, ordinances and governmental approvals, whether now or hereafter in force.

3. **Installation and Maintenance.**

(a) **Initial Pavement by Grantor.** Grantor, as part of Grantor's initial construction of the retail component of the Development Project, shall, at Grantor's sole cost, pave the surface of the Easement Area to a standard that can withstand H20, HS20 and alternate

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AASHTO wheel loads, the Parties acknowledging that such loads are moving loads and are based upon a 1.3 impact factor (such load and impact factors being referred to hereinafter as the "Load Factors"). Grantor shall provide Grantee with Grantor's plans and specifications for the pavement of the Easement Area prior to Grantor's installation thereof so that Grantee can review such plans and specifications to ensure compliance with the Load Factors. Grantee shall have thirty (30) days from receipt of such plans and specifications to review and approve or disapprove such plans and specifications for such purpose, such approval not to be unreasonably withheld or conditioned. If Grantee disapproves any part of such plans and specifications, then Grantee, within such thirty (30) day period after Grantee's receipt of the plans and specifications, shall advise Grantor in writing with reasonable specificity of the changes required. Grantor shall cause the plans and specifications to be revised to incorporate any reasonably requested changes and such revised plans and specifications shall be resubmitted by Grantor to Grantee for approval in accordance with the foregoing provisions within ten (10) days after Grantee's disapproval. If Grantee fails to notify Grantor in writing of its approval or disapproval of the plans and specifications within such ten (10) day period, Grantee shall be deemed to have approved of same.

(b) **Maintenance by Grantee.** After initial installation of the pavement of the Easement Area by Grantor pursuant to Paragraph 3(a) above, Grantee shall be responsible, at Grantee's sole cost, for maintaining the Easement Area in safe and secure and good operating condition and repair including, but not limited to, (i) periodic repaving and resurfacing of the Easement Area, (ii) filling and repair of potholes, pavement cracks and other damaged portions of the Easement Area promptly after learning of same, and (iii) removal of any accumulated snow, ice, debris and other obstructions necessary to keep the Easement Area safe, sightly and readily passable by vehicles and pedestrians. All maintenance and repair of the Easement Area shall be made so as to interfere as little as practicable with the rights reserved by Grantor hereunder, with any rights granted to any third party and with the use and operation of Grantor's Property of any of the owners thereof or their employees, agents, tenants, invitees, licensees, representatives, successors and assigns (collectively, the "Grantor Parties"). If, in Grantee's reasonable judgment, it shall be necessary or appropriate to close or obstruct the Easement Area to perform or facilitate the maintenance of the Easement Area, Grantee may do so; provided, however, that if the duration of any such closure or obstruction is reasonably anticipated to exceed twenty-four (24) hours: (i) Grantee shall notify Grantor of the intended timing, purpose, extent and duration of the closure or obstruction, at least five (5) business days before commencing same (except in cases of bona fide emergency, in which event Grantee shall notify Grantor as soon as possible upon learning of same), and the Parties shall coordinate and cooperate with one another in the implementation of any such closure or obstruction, and (ii) Grantee shall use all commercially reasonable efforts to minimize the duration and extent of the closure or obstruction and, to the extent practicable, shall schedule the closure or obstruction for non-business hours of the tenants and occupants of the Development Project.

4. **Damage to the Easement Area or Grantor's Property.** Subject to Grantor's performance under Paragraph 3(a) hereof, Grantee shall be responsible, at its sole cost, for any damage to the Easement Area or to Grantor's Property or any improvements thereon caused by the entry onto or use of the Easement Area by any Grantee Parties or the exercise of any of Grantee Parties' rights hereunder. In the event of any such damage, Grantee shall immediately notify Grantor thereof, and thereafter Grantee shall promptly and diligently restore such

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damaged portion of the Easement Area or Grantor's Property to its condition immediately prior to such damage; provided, however, if such damage is to any of Grantor's Property outside of the Easement Area, Grantor may elect, by delivery of written notice of such election to Grantee, to perform such restoration on Grantee's behalf and Grantee shall promptly reimburse Grantor for any and all reasonable costs incurred by Grantor in completing such restoration.

5. **Governmental Approvals.** Grantee shall be responsible, at its sole cost, for obtaining any and all necessary governmental permits and approvals in order to perform the initial paving of the Easement Area. In addition, Grantor shall use reasonable efforts to obtain a driveway permit, at its sole cost, so that the Grantee Parties may access the Easement Area from Dearborn Street. After Grantor's receipt of these initial permits and approvals, ComEd shall be solely responsible for obtaining, and the costs of, any governmental permits or approvals required for the use or maintenance of the Easement Area for the purposes granted hereunder, or in order to exercise any of the rights granted to the Grantee Parties hereunder.

6. **Rights Reserved by Grantor.** Grantor expressly reserves the right to use the Easement Area: (i) in order to access Grantor's Property and any improvements or facilities thereon for the purpose of repair or maintenance provided that such repair or maintenance work does not interfere with ComEd's use of the Easement Area and (ii) in case of emergency or exigent circumstances. Where Grantor seeks access for repair or maintenance work, Grantor shall give reasonable prior written notice to Grantee and shall coordinate such access with Grantee, such access not to be unreasonably withheld. It is acknowledged, however, that continued, uninterrupted of the Substation is paramount and Grantee's use of the Easement Area to ensure such continued operation shall have priority over Grantor's use thereof. Where Grantor seeks access in the case of emergency or exigent circumstances, Grantor shall promptly notify Grantee of such event.

7. **Use of Grantee's Property and the Facilities.** Except as provided in Paragraph 6 above, in no event shall Grantor or any of its agents, contractors, tenants, licensees, guests, invitees, employees, representatives, successors or assigns (including, without limitation, any and all successors in title to all or any part of the Grantor's Property or the Easement Area) (collectively, the "Grantor Parties") gain access, damage, disrupt or otherwise interfere with the use of the improvements on Grantee's Property or the exercise of any of the rights of use described in Paragraph 2 hereof or under the Development Agreement by the Grantee Parties, or otherwise acquire any rights to Grantee's Property.

8. **Easements for Minor Encroachment.** Grantor hereby further grants and conveys to Grantee Parties appurtenant easements for minor encroachments resulting from the unintentional placement or settling or shifting of the Facilities; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of any Grantee Party or if such encroachment materially interferes with the use of Grantor's Property.

9. **Insurance and Indemnification.**

(a) **Insurance.** Grantee represents that: (i) it maintains a self-insurance program; (ii) such program shall have adequate reserves to pay any losses or damages that

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Grantee may be obligated to pay as and when such obligation may arise; (iii) Grantee shall notify Grantor if Grantee cancels its self-insurance program; and (iv) if Grantee cancels such program, it shall obtain one or more policies that, to Grantor's reasonable satisfaction, provide coverage for any losses or damages which Grantee is obligated to pay.

(b) **Indemnification.** Grantee shall defend, hold harmless and indemnify Grantor, its members, and their respective partners, members, officers, directors, trustees, successors, assigns, employees, agents and invitees (collectively, the "Indemnified Parties"), from and against (i) any and all suits, actions, legal or administrative proceedings, claims, demands, losses, costs, and liabilities, including reasonable attorneys' fees and expenses resulting from injury or physical damage suffered by the Indemnified Parties arising out of Grantee's negligence or intentional misconduct in connection with the use of the Easement Area or in connection with or by reason of the rights granted to the Grantee Parties under this Agreement, excepting therefrom any injury or damage arising from the negligence or intentional misconduct of any of the Indemnified Parties, or (ii) any loss, cost, damage, expense or liability which Grantor may incur or suffer as a result of any material breach of this Agreement by any of the Grantee Parties.

10. **No Public Right; No Right of Access to the Facilities.** Nothing contained herein shall be construed as creating any rights to the general public in the Easement granted hereunder or any part thereof, and the provisions hereof are not intended and do not constitute a dedication of public use. Subject to the Grantor's reservation of rights in Paragraph 6 above, this Agreement shall not be construed as bestowing on Grantor or upon any other party any right whatsoever to obtain access to any underground electrical and communication, transmission and distribution lines or any other underground transmission, distribution, communication and related facilities and structures of Grantee (whether any or all of the foregoing now exist or are installed by Grantee, in its sole discretion, in the future), including, without limitation, cables, conduits, wires, cooling oil, gas and other cooling medium, pipes, ducts, pumps, controls, switches, relays, circuit breakers, monitoring devices, underground counterpoise tunnels, anchors, underground ground grid, manholes, transformers, pedestals and necessary fixtures, conductors and appurtenances attached thereto or adding to such facilities, whether now existing or installed in the future.

11. **Covenants Running With the Land.** The terms, conditions and rights contained herein shall be covenants running with the land and shall be perpetual. This Agreement shall be recorded against Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, Grantor, Grantee and their respective successors and assigns (including, without limitation, any and all successors to Grantor in title to all or any portion of Grantor's Property). The rights of use described in Paragraph 2 hereof shall extend to the Grantee Parties.

12. **Notices.** Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the Parties at their respective addresses as follows:

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If to Grantee: Commonwealth Edison Company
3 Lincoln Centre
4th Floor
Oak Brook Terrace, Illinois 60181
Attn: Director of Real Estate Services

With a copy to: Commonwealth Edison Company
Law Department
10 South Dearborn
35th Floor
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantor: Block 37 L.L.C.
c/o The Mills Corporation
6170 West Grand Avenue
Gurnee, Illinois 60031
Attn: Steve Jacobsen

With a copy to: DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Attn: David Reitzman

or at such other addresses as a Party, by written notice in the manner specified above to the other Party, may designate from time to time. Any notice shall be deemed given and effective (a) if personally delivered, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, when the courier package is actually delivered or refused; or (c) if by mail, when the certified mail is actually delivered or refused.

13. **Severability.** If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Governing Law; Venue.** The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Agreement (each a "Proceeding"), the Parties each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the

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exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such Party.

15. **Change in Use.** The rights granted pursuant to this Agreement shall not terminate or be in any way impaired by reason of a change of the uses of Grantor's Property or the improvements or fixtures thereon.

16. **Division of Property.** If Grantor's Property is hereafter divided into two or more parts by separation of ownership or lease, only the portions of such property that include the Easement Area will remain subject to the burdens of this Agreement and the rights, easements and restrictions created hereby.

17. **Attorneys' Fees and Court Costs.** If either Party brings an action to enforce or interpret this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees, consultants' fees and court costs, in addition to any other relief granted.

18. **No Strict Construction.** The rule of strict construction does not apply to the grant of easement contained herein. Such grant shall be given a reasonable construction in order that the intention of the Parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

19. **Counterparts.** This Agreement may be executed by the Parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

20. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

21. **No Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

22. **No Cancellation upon Breach.** It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement.

23. **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

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24. **No Waiver.** The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

25. **No Oral Change.** This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

26. **No Third Party Beneficiaries.** Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

27. **Waiver of Jury Trial.** Grantor and Grantee, by this Paragraph 27, waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Grantor and Grantee, Grantee's use or occupancy of the Easement Area, or any other claims, and any emergency statutory or any other statutory remedy.

28. **Liability of Parties.** The term "Grantor" as used in this Easement means only the then record owner or owners at the time being of the Grantor's Property, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantor in and to the Grantor's Property, said Grantor making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantor hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantee shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantor's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale. The term "Grantee" as used in this Agreement means only the then record owner or owners at the time being of the Grantee's interest in the Easement Area, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of Grantee in and to Grantee's interest in the Easement Area, such Grantee making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of Grantee hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantor shall look solely to the assignee, transferee or purchaser with respect thereto; provided that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically and without necessity of further action of any kind, be deemed to have assumed all of Grantee's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale. No officer, director, shareholder, partner, member, manager, or property or asset manager of either Party shall have any personal liability to the other Party or to anyone claiming through or under the other pursuant to the terms of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

BLOCK 37, L.L.C., a Delaware limited liability company

By: **THE MILLS LIMITED PARTNERSHIP**, its Manager

By: **THE MILLS CORPORATION**, its
General Partner
[Signature] **EVP**
(name/title)

GRANTEE:

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

BLOCK 37, L.L.C., a Delaware limited liability company

By: **THE MILLS LIMITED PARTNERSHIP**, its Manager

By: **THE MILLS CORPORATION**, its General Partner

(name/title)

GRANTEE:

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By: _____

Name: _____

Title: _____

Andel Nay

FIDJ. MAROUSZ

VP GEN. AFF.

Property of Cook County Clerk's Office

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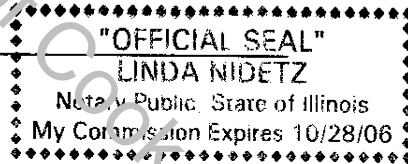
STATE OF Illinois)
)SS
COUNTY OF COOK)

I, LINDA NIDETZ, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steven J. Jacobsen personally known to me to be the Executive V.P. of Block 37, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, ~~he~~ signed and delivered such instrument as his/~~her~~ free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of November, 2005

Linda Nidetz
Notary Public

My Commission Expires: _____



STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 200_.

Notary Public

My Commission Expires: _____

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STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Block 37, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

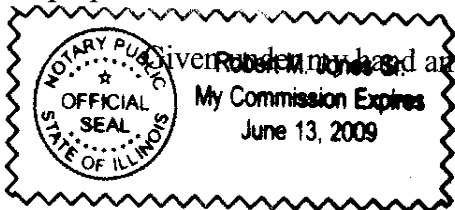
Given under my hand and official seal this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____

STATE OF IL)
)SS
COUNTY OF COOK)

I, ROBERT M. JONES SR., a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that VP GEN. APP., personally known to me to be the VP GEN. APP. of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VP GEN. APP., (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.



Given under my hand and official seal this 10TH day of NOV, 2005.

Notary Public

My Commission Expires: 6-13-09

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EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY

A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845 EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF OF THE VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO,

AND,

THAT PART OF LOT 5 IN SAID BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 WHICH IS 55 FEET 10 INCHES SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING; THENCE EAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 54 FEET 6 INCHES SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 5. EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 55 FEET 10 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST FOR A DISTANCE OF 54 FEET ALONG A STRAIGHT LINE, WHICH IF EXTENDED, WOULD INTERSECT THE EAST LINE OF SAID LOT 5 AT A POINT 54 FEET 6 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH, 4 FEET 8 INCHES; THENCE WEST, 54 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH, 4 FEET 8 INCHES TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING IN 119,558 SQUARE FEET (2.7447 ACRES) OF LAND, MORE OR LESS.

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EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE'S PROPERTY

A TRACT OF LAND CONSISTING OF THAT PART OF THE SOUTH HALF OF VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO,

AND,

THAT PART OF LOT 5 IN SAID BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 WHICH IS 55 FEET 10 INCHES SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING; THENCE EAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 54 FEET 6 INCHES SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 5. EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 55 FEET 10 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST FOR A DISTANCE OF 54 FEET ALONG A STRAIGHT LINE, WHICH IF EXTENDED, WOULD INTERSECT THE EAST LINE OF SAID LOT 5 AT A POINT 54 FEET 6 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH, 4 FEET 8 INCHES; THENCE WEST, 54 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH, 4 FEET 8 INCHES TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING IN 4,882 SQUARE FEET OF LAND, MORE OR LESS.

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EXHIBIT C

LEGAL DESCRIPTION OF THE EASEMENT AREA

THAT PART OF THE NORTH 16.00 FEET OF THE SOUTH 25.00 FEET OF THAT PART OF BLOCK 37 LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 5 AND EAST OF THE WEST LINE OF SAID BLOCK 37 AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CONTAINING 1,280 SQUARE FEET, MORE OR LESS.

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EXHIBIT D

DEPICTION OF THE EASEMENT AREA

The Easement Area is depicted on attached drawing. The drawing is dated November 5, 2004, is entitled Easement Exhibit and was prepared by Gremley & Biedermann. The area labeled as New Access Easement is the location of the Easement Area.

Property of Cook County Clerk's Office

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DEVELOPER'S SUB-SURFACE EASEMENT THAT PART OF THE SOUTH HALF OF VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 5 AND EAST OF THE WEST LINE OF SAID BLOCK 37 AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +10.00 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

CONTAINING 720 SQUARE FEET, MORE OR LESS.

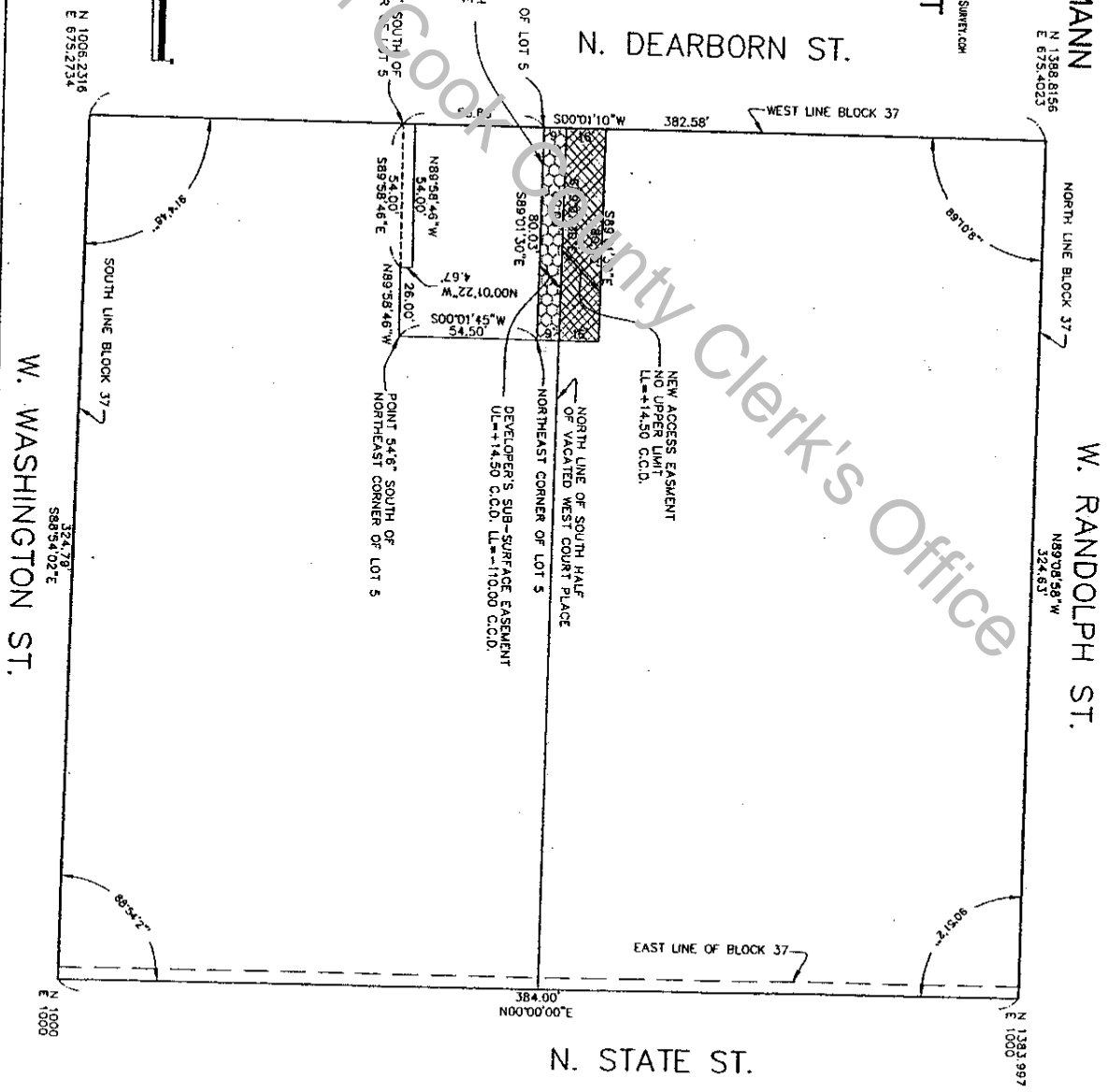
NEW ACCESS EASEMENT
 THAT PART OF THE NORTH 16.00 FEET OF THE SOUTH 25.00 FEET OF THAT PART OF BLOCK 37 LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 8 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 8 AND EAST OF THE WEST LINE OF SAID BLOCK 37 AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS, CONTAINING 1,280 SQUARE FEET, MORE OR LESS.

GREMLEY & BIEDERMANN

PROFESSIONAL LAND SURVEYORS
 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 688-8102 FAX: (773) 286-4188 EMAIL: INFO@PLCS-SURVEY.COM

REVISED: 11-07-2005 REMOVE UPPER LIMIT FROM NEW ACCESS ESM. [UT]
 REVISED: 10-06-2005 PER ORDER NO. 2005-045228 [RUT]

ORDERED BY: THE MILLS CORPORATION
 ADDRESS: BLOCK 37
 CHECKED BY: DRAWN: RUT
 JOB: RUT
 Licens. No. IL-002734
 PROFESSIONAL LAND SURVEYORS
 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
 TELEPHONE: (773) 688-8102 FAX: (773) 286-4188 EMAIL: INFO@PLCS-SURVEY.COM
 ORDER NO. 2004-02184-001
 DATE: 11-09-2004
 SCALE: 1"=20' FEET
 PAGE NO. 1 OF 1



W. WASHINGTON ST.

N. STATE ST.

N 1388.8156
E 675.4023

N89°08'58"W
324.63'

W. RANDOLPH ST.

N 1006.2316
E 675.2734

S24°17'
S88°54'02"E

N 1000
E 1000

UNOFFICIAL COPY

EXHIBIT E

PERMITTED ENCUMBRANCES

1. Ordinance made by the City Council of the City of Chicago dated September 10, 1980 and recorded September 15, 1980 as Document Number 25583825 creating a "Special Service Area".

2. Provisions and conditions contained in Ordinance recorded February 19, 1991 as Document 91075841 by the City of Chicago, establishing a Special Service Area for the Central Area Circulator, and providing for Special Service Tax.

3. Easements in, upon, under, over and along West Court Place and the north – south 10 foot alley bounded by West Randolph Street, West Court Place, North Dearborn Street, and North State Street for the benefit of the Commonwealth Edison Company and the Illinois Bell Telephone Company to install and maintain equipment for transmission and distribution all as reserved in Ordinance recorded December 29, 1989 as Document 89621866; together right of access thereto.

4. Easement in, upon, under, over and along West Court Place, and the north-south 10 foot alley bounded by West Randolph Street, West Court Place, North Dearborn Street and North State Street for the benefit of Peoples Gas Light and Coke Company for the construction operation, maintenance, repair, renewal and replacement of existing underground facilities together with the right of access thereto all as reserved in Ordinance recorded December 29, 1989 as Document 89621866.

5. Any right, title or interest that Chicago Transit Authority may have in the subsurface area of the Grantor's Property.